



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Haverstraw-Stony Point Central School District and North Rockland Teaching Assistants Unit, North Rockland Teachers Association (2007) (MOA)**

Employer Name: **Haverstraw-Stony Point Central School District**

Union: **North Rockland Teaching Assistants Unit, North Rockland Teachers Association**

Local:

Effective Date: **07/01/2007**

Expiration Date: **06/30/2010**

PERB ID Number: **5227**

Unit Size:

Number of Pages: **25**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TAS/5227

AGREEMENT

between the

HAVERSTRAW - STONY POINT CENTRAL SCHOOL DISTRICT

and the

NORTH ROCKLAND TEACHERS' ASSOCIATION, INC.

(TEACHING ASSISTANTS' UNIT)

July 1, 2007 - June 30, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE(S)</u>
1	RECOGNITION	3
2	DUES DEDUCTION	3-5
3	AGENCY FEE	5
4	TEACHING ASSISTANT RIGHTS	5-7
5	PROTECTION AND PERSONAL INJURY BENEFITS	7-9
6	SENIORITY	9
7	MAINTENANCE OF STANDARDS	9
8	PROFESSIONAL COMPENSATION	10-11
9	LEAVE BENEFITS	11-13
10	HOLIDAYS	13-14
11	INSURANCE BENEFITS	14-17
12	EMPLOYMENT	17-18
13	GRIEVANCE PROCEDURE	18-22
14	LEGISLATIVE ACTION	22
15	DURATION OF AGREEMENT	22
	JOB DESCRIPTION	Appendix A

AGREEMENT made on the 7th day of August 2007 by and between the HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT ("District") and the NORTH ROCKLAND TEACHERS' ASSOCIATION, INC. (TEACHING ASSISTANT UNIT) ("ASSOCIATION").

ARTICLE 1 - RECOGNITION

1.1 Recognition

The District has recognized the Association in a negotiating unit consisting of all Teaching Assistants employed by the District. For purposes of this Agreement "full time" shall mean a teaching assistant who is employed for five (5) hours or more each day.

1.2 Job Description

Part 80 - 5.6 of the Regulations of the Commissioner of Education, describing the duties of a teaching assistant, is attached hereto as Appendix 1.

ARTICLE 2 - DUES DEDUCTION

2.1 Dues Deduction

The District agrees to deduct from the salaries of its employees dues for the North Rockland Teachers' Association and its affiliates, as said teaching assistants voluntarily authorize the District to deduct, and transmit the moneys promptly to the Association.

2.2 Form of Authorization

Teaching Assistant authorizations shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print)	Last Name	First	Initial	Building
Address				

TO: The Haverstraw-Stony Point Central School District

Pursuant to Chapter 192 Laws of 1967, I hereby designate the North Rockland Teachers' Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association dues as certified by this agreement. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefor. This authority shall be continuous while employed in this School District or until withdrawn by written notice, sent by registered mail, return receipt requested.

Employee's Signature

Date

2.3 Certification of Dues

The North Rockland Teachers' Association shall certify to the District in writing the current rate of its membership dues. If the Association shall change the rate of its membership dues, it shall give the District thirty (30) days written notice prior to the effective date of such change.

2.4 Deduction in Installments

The total annual membership dues for the designated professional Association, certified as mentioned above, shall be deducted in ten equal installments beginning with the first pay period in October.

2.5 Dues Deduction List

No later than two weeks prior to the first deduction, the Association shall provide the District with a list and the original signed dues authorization cards for those employees who have voluntarily authorized the District to deduct dues for the Association. Additional authorization submitted after two weeks prior to the first scheduled deduction shall be held for the following year.

2.6 Orientation Meeting

Authorization forms shall be given to new staff members at an orientation meeting held prior to the opening of school. Representatives of the Association shall be permitted to speak to new staff members at such a meeting.

2.7 Transmittal of Dues

The District shall, following each pay period from which a dues deduction

is made, transmit the amount deducted to the Treasurer of the Association, who shall be responsible for transmittal to each organization. The first as well as the last transmittal shall be accompanied by a list of members for whom deductions have been made, and the amount deducted for each member. After the District has transmitted to the Treasurer of the Association the amounts deducted, it shall not be responsible for the proper application by him of the amounts so transmitted.

ARTICLE 3 - AGENCY FEE

3.1 Agency Fee

The District shall deduct from the salaries of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

3.2 Refund Procedure

The Association shall maintain a procedure for refund of agency fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

3.3 Procedures

The agency fee deductions shall be made according to the same procedures applicable for dues deductions.

ARTICLE 4 - TEACHING ASSISTANT RIGHTS

4.1 Religious and Political Activities

The District and the Association recognize that it is the right of each teaching assistant to engage in religious or political activities outside and after the regular school day and school year, without fear, intimidation or discrimination.

4.2 No Discrimination

Neither party shall discriminate against or discipline any teaching assistant by reason of his/her membership in the Association or his/her exercise of rights under this Agreement.

4.3 Complaints

Any complaints which are directed toward a teaching assistant by a

student or parent of a student or a member of the community shall be promptly called to the attention of the teaching assistant. He/she will be given ample time to respond in writing to the appropriate supervisor, if he/she so desires.

4.4 Dress and Personal Appearance

The NRTA and the District encourage a professional atmosphere. All teaching assistants shall wear attire suitable for their professional responsibilities and duties.

4.5 Substitute Openings

Teaching Assistants employed less than ten (10) months per year shall have an opportunity, on a rotating basis, to take substitute openings if they are fully qualified in accordance with District policy, and the opening occurs at a time when they have no daily work assignment. Further, if a ten (10) month teaching assistant vacancy occurs, teaching assistants employed for fewer than ten (10) months per year shall be given consideration, if qualified.

4.6 District Directory

There shall be in the District Directory a separate and designated listing of the officers of the North Rockland Teachers' Association, Inc. who represent the Teaching Assistants, along with their teaching assignments (building). Each teaching assistant shall be listed in the District Directory.

4.7 Personnel File

Teaching Assistants shall have the right to review their personnel file upon request and to reply, in writing, to anything therein. Such a reply shall be placed in the file as a matter of record.

4.8 Due Process

No teaching assistant shall be disciplined, reprimanded, reduced in rank or compensation without due process.

4.9 Break and Lunch Periods

A teaching assistant who is regularly scheduled to work for five (5) hours or more will be provided a half (1/2) hour lunch period and a fifteen (15) minute break period. A teaching assistant who is regularly scheduled to work for six (6) hours or more will be provided a half (1/2) hour lunch period and two (2) fifteen (15) minute break periods.

4.10 Class Coverage

A teaching assistant who is directed by an administrator to assume responsibility for any class for a full day shall be paid the substitute teacher rate.

A teaching assistant who is directed by an administrator to assume instructional responsibility for a class for a period or more, but less than a full day, shall be paid the difference between the highest step of the then current teaching assistant salary schedule and the amount a teacher would be paid for providing such coverage per period.

For the purposes of this section, a period shall be defined as approximately forty five (45) minutes.

4.11 Evaluation Process

The APPR Committee shall review the teaching assistant evaluation process and forms and, if appropriate, recommend any revisions to such process and forms to the Board of Education and the Association for adoption. Such committee shall include teaching assistant representation for this purpose.

ARTICLE 5 - PROTECTION AND PERSONAL INJURY BENEFITS

5.1 Reporting Assaults

Teaching Assistants will immediately report all cases of assault suffered by them in connection with their employment to their principal in writing. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teaching assistant for information in his/her possession relating to the incident or persons involved.

5.2 Indemnification Against Acts of Negligence and Other Acts

The District shall save harmless and protect all teaching assistants from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, provided such teaching assistant at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the District.

5.3 Indemnification Against Claims Arising from Discipline of Students

The District shall provide an attorney or attorneys for, and pay for such attorneys' fees and expenses necessarily incurred in the defense of a teaching assistant in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment, provided the teaching assistant

shall, as soon as possible, (but no later than ten (10) days) after he/she is served with the summons, complaint, process notice, demand of pleading, deliver the original or copy thereof to the Superintendent.

5.4 Notification of Claims

Teaching Assistants shall notify the Superintendent of any accident or claim against them which might be covered by this Article as soon as possible, (but no later than ten (10) days) after the accident occurs or as soon as possible, (but no later than ten (10) days) after the teaching assistant knows of the claim. In addition, a teaching assistant shall not be entitled to the protection of this Article unless, as soon as possible, (but no later than ten (10) days) after he/she is served with any summons, complaint, process, notice, demand, or pleading, he/she shall deliver the original or a copy thereof to the Superintendent.

5.5 Injury on Duty

- A. In the event that a teaching assistant is injured while on duty and is necessarily absent by reason of such injury, the days of absence during the first four (4) months after such injury shall not be included against the teaching assistant's sick leave days either for the year in which injured or against accumulated days. The District shall pay the teaching assistant's salary in full during the first four (4) months of such injury provided, however, that the District shall be entitled to reimbursement for any payments which the teaching assistant receives or is entitled to receive under the New York State Workers' Compensation Act.
- B. After four (4) months of illness due to injury sustained by a teaching assistant while on duty, such teaching assistant may use his/her accumulated days of sick leave until the same are completely used. Such teaching assistant may be required to undergo an examination by District medical or psychiatric personnel.
- C. The District shall reimburse teaching assistants for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or similar body appurtenances not covered by Workers' Compensation which are damaged, destroyed, or lost as a direct result of any injury sustained in the discharge of his/her duties within the scope of his/her employment provided such damage, destruction, or loss was not due to the teaching assistant's negligence.
- D. The District shall reimburse teaching assistants for the reasonable cost of any clothing or other personal property damaged or destroyed or lost as a result of an assault suffered by a teaching assistant while acting in the discharge of his/her duties within the scope of his/her employment, provided such damage, destruction or loss was not due to the teaching

assistant's negligence. Reimbursement under this Article shall be limited to such property as is brought to the school premises by the teaching assistant in connection with his/her work in the District and reimbursement for such loss shall not exceed \$100.00 per incident, and total liability for all such claims for the Teachers' Association during each contract year shall not exceed \$250.00. The term vandalism shall also include loss by burglary from the school premises while such property is on the school premises.

5.6 Damage to Automobile

The District will designate specific areas at each school building where teaching assistants shall park their automobiles while on duty. The District shall provide that any teaching assistant who suffers a loss by reason of damage or destruction of such teaching assistant's automobile parked in an officially designated parking area while the teaching assistant is on duty shall be compensated for damages in excess of those paid by the teaching assistant's own insurance carrier, in an amount not exceeding \$250.00 per incident, it being understood that the total liability of the District for all such claims during each contract year shall not exceed \$625.00. The teaching assistant's claim must be accompanied by verification of the repair costs and insurance coverage, and must contain a personal description of the precise circumstances of the incident.

ARTICLE 6 - SENIORITY

Computation of Seniority

Seniority shall be determined from the date of employment as a Teaching Assistant by the District and so long as the employee continues such employment. Such seniority shall be the basis for layoffs in the event of a reduction in force.

ARTICLE 7 - MAINTENANCE OF STANDARDS

Any benefits heretofore enjoyed by an employee shall not be deemed to have altered, modified, or changed unless expressly so modified, altered, or changed in this Agreement.

ARTICLE 8 - PROFESSIONAL COMPENSATION

8.1 Teaching Assistants shall be compensated as follows:

July 1, 2007	0%
January 1, 2008	2%
July 1, 2008	3%
July 1, 2009	3.5%

The salary schedule shall be increased in each year of the Agreement as follows:

<u>Step</u>	<u>Jan. 1, 2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	\$15.99	\$16.47	\$17.05
2	\$15.99	\$16.47	\$17.05
3	\$15.99	\$16.47	\$17.05
4	\$16.86	\$17.37	\$17.98
5	\$16.86	\$17.37	\$17.98
6	\$17.79	\$18.32	\$18.96
7	\$17.79	\$18.32	\$18.96
8	\$17.79	\$18.32	\$18.96
9	\$18.77	\$19.33	\$20.01
10	\$18.77	\$19.33	\$20.01
11	\$19.79	\$20.39	\$21.10
12	\$20.89	\$21.51	\$22.27

8.2 Placement on Salary Schedule

- A. A Teaching Assistant with six (6) or more credits shall be placed at Step 1 of the salary schedule.
- B. All education credits recognized by the District prior to July 1, 2007 shall continue to be recognized. Additional education credits must be from an accredited university or college and must be reviewed and have the approval of the Superintendent to be credited. Effective July 1, 2009 a teaching assistant with an AAS or 48 college credits, but less than a Bachelor's Degree, shall receive a stipend of \$400 per year. Effective July 1, 2009 a teaching assistant with a Bachelor's Degree or higher shall receive a stipend of \$750 per year.

8.3 Longevity

A one time longevity payment, in the amount of \$750.00, shall be made to a teaching assistant upon the completion of ten (10) years of continuous full-time service. A second one time longevity payment, in the amount of \$750.00, shall be made to a teaching assistant upon the completion of fifteen (15) years of continuous full-time service. A third one time longevity payment, in the amount of \$1,000.00, shall be made to a teaching assistant upon the completion of eighteen (18) years of continuous full-time service. Longevity payments shall be made on or about June 1 and October 1 of each school year in a separate check.

ARTICLE 9 - LEAVE BENEFITS

9.1 Sick Leave

Sick leave is defined as income protection for employees who, through physical or mental infirmities, are unable to perform their duties in an effective manner.

A. Grant of Leave

1. A teaching assistant who has completed five (5) consecutive years in the District shall be credited with 125 days of sick leave. Thereafter the teaching assistant shall accrue additional sick leave at a rate of fifteen (15) days per year. Sick leave may be accumulated to a maximum of 180 days.
2. In his or her first five (5) years of service, a teaching assistant shall accrue sick leave at a rate of fifteen (15) days per year. Such sick leave may be accumulated until the teaching assistant has completed five (5) years of service in which case any days accumulated will become part of the 125 days made available at that time.

B. Illness in the Family

A teaching assistant may utilize up to ten (10) days of accumulated sick leave per year in the event of an illness in the teaching assistant's immediate family. No more than five (5) such days may be taken consecutively.

C. Changes in Work Assignment

A teaching assistant whose work assignment changes from full-time to part-time shall retain the sick leave he or she has accumulated.

D. Return from Leave

Upon return to duty following an illness which has exhausted the teaching assistant's sick leave, the teaching assistant will be credited with fifteen (15) days of sick leave. After forty-five (45) days of continuous service an additional fifteen (15) days of sick leave will be credited. None of the days credited pursuant to this paragraph may be used for purposes of the "Unused Sick Leave on Retirement" provided by paragraph F of this section.

E. Physician's Notes

A teaching assistant absent on sick leave for more than five (5) consecutive school days may be required to furnish a written statement signed by a physician concerning the nature and extent of the illness or disability. The District may also require that a teaching assistant be examined by a physician of its selection. Upon return to duty after an absence of thirty (30) or more consecutive school days, the teaching assistant shall be required to provide a note signed by his or her physician certifying his or her physical and mental ability to return to work.

F. Unused Sick Leave on Retirement

A teaching assistant who retires with fifteen (15) years of service in the District shall receive payment for fifty percent (50%) of his/her unused sick leave, paid at his/her current rate of salary, but such payment shall not be in excess of twenty-five (25) days.

9.2 Personal Leave

A. Personal leave shall be granted for the following reasons:

1. Emergencies or acts of God that prevent an employee from reporting to his/her assigned duties (maximum of one (1) day per year).
2. Death in the immediate family which includes: spouse, dependent, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or stepchild (five (5) days per occurrence). In unusual circumstances, an additional five (5) days may be granted by the Superintendent.
3. To attend funeral of relatives (maximum of one (1) day).

4. Required to be in court (maximum of one (1) day). Where an employee is subpoenaed to attend Court in any matter except where such employee is a party, absence from duties during such required court attendance shall not be charged against personal leave. When an employee receives a subpoena to attend at court, he/she shall give notice thereof to his/her immediate superior as soon as possible, for the purpose of giving the school authorities an opportunity to arrange either an adjournment or a specific time for such court attendance.

5. High school and college graduation of a member of the immediate family (one (1) day).

B. There shall be an additional allowance of personal leave of one (1) day without reason. Upon the completion of five (5) years of continuous full-time service, a teaching assistant will be entitled to one (1) additional personal leave day without reason. Upon the completion of ten (10) years of continuous full-time service, a teaching assistant will be entitled to one (1) additional personal leave day with reason. These additional days shall be deducted from the teaching assistant's sick leave (Article 9.1A-1). These days may not be taken on a day before or a day after a school holiday as shown on the school calendar.

C. Request for personal leave days shall be made to the employee's building administrator at least five (5) working days prior to the date of the leave. In the event of an emergency, making it impossible to give such notice, strict compliance with this requirement is waived, and such employee will give as much notice as possible.

D. Personal leave shall not be cumulative.

9.3 Jury Duty

Teaching Assistants summoned to jury duty shall choose the "one-hour notice" option, shall be granted necessary leave, shall receive full salary and any jury duty remuneration. Such leave shall not be deducted from accrued sick leave.

ARTICLE 10 - HOLIDAYS

10.1 Teaching Assistants shall be entitled to the following holidays with pay:

New Year's Day and the day preceding
Martin Luther King Day
President's Day
Good Friday

Memorial Day
Labor Day
Columbus Day
Veteran's Day, providing school is closed
Thanksgiving Day and the day after
Christmas Day and the day preceding

10.2 Fifteen Holidays Guaranteed

A total of fifteen (15) holidays are guaranteed each school year. Two (2) additional days above those specified shall be agreed upon mutually between Administration and the North Rockland Teachers' Association.

10.3 Work on Scheduled Holiday

In the event that all teachers are required to report for work on any holiday listed in Section 10.1, such day shall not be a paid holiday for teaching assistants.

10.4 Absence Before a Holiday

In the event an employee is absent the day preceding or the day following a paid holiday, he/she will not receive remuneration for the holiday unless such absence has been excused by his/her building administrator.

10.5 Paychecks

If a pay period falls on a Friday during a school holiday period, paychecks shall be available before the school holiday period.

ARTICLE 11 - INSURANCE BENEFITS

11.1 Health Insurance

The District may transfer coverage for health insurance from the insurance company under which it currently insures the teaching assistants in the District to another insurance company. The North Rockland Teachers' Association agrees to allow the District to self-insure for health benefits under a plan limited to District employees or in a plan with other school districts in the county. It is mutually agreed that any decision to change health insurance coverage will be made jointly by the District and the North Rockland Teachers' Association. The District and the North Rockland Teachers' Association further agree that coverage and benefits should be equal or superior to the coverage and benefits heretofore provided at the time the then current health insurance plan was first adopted (Empire Blue Cross Blue Shield, Blue Choice - July 1, 1994). The following provisions shall apply:

A. Teaching Assistants Hired Prior To February 1, 1996

1. Teaching assistants who were hired prior to February 1, 1996 and who participate in the District's Health Insurance Program shall contribute the following amounts toward the cost of health insurance:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Individual Coverage	\$300	\$450	\$600
Two Person Coverage	\$400	\$550	\$700
Family Coverage	\$500	\$650	\$800

B. Teaching Assistants Hired On Or After February 1, 1996

1. Any teaching assistant who has served three (3) years in the District shall, upon request, be covered immediately under the plan regardless of any change in status from single to married or family or divorced, etc. The District shall pay ninety percent (90%) of the actual maximum premium and ten percent (10%) shall be paid by the teaching assistant. Dependent children will be covered in accordance with the District's current health insurance plan. Effective July 1, 2009 all employees shall contribute eleven percent (11%) of their health insurance contribution.

At the end of the third year of employment each teaching assistant shall receive a form which indicates whether or not that teaching assistant wishes to be covered by an insurance plan offered to the unit. The teaching assistant shall sign and return the form to the Director of Personnel whether he or she elects the coverage or not. The form shall specify the date by which it must be returned.

2. Any first, second or third year teaching assistant may participate in the plan on the same basis as teaching assistants with three (3) years of service, except that they shall be required to contribute one fifth (20%) of the cost of the premium.
3. The District will extend the health insurance program coverage on the same basis to domestic partners of District employees if the employee and his or her domestic partner meets the certification requirements of the insurance company.

- C. Upon his/her retirement with TRS eligibility, a teaching assistant is guaranteed medical insurance after fifteen (15) years of service to the District, provided the teaching assistant has participated for at least two (2)

years prior to retirement in the District health plan. If a teaching assistant has not participated in health insurance for the last two (2) years of employment, he/she will not be eligible to receive health insurance on retirement. The teaching assistant contribution will continue at the same rate as the teaching assistant was contributing at the time of his/her retirement. When a retired teaching assistant turns 65, the teacher must enroll in Medicare Part B for primary coverage. This is to comply with Board policy.

11.2 Health Insurance Committee

The District and all employee organizations shall continue to actively participate in the joint health insurance committee. The Committee shall regularly meet to review costs, participation rates and benefit design. The Committee shall recommend changes in health insurance benefits and plan design that will result in savings to all plan participants and the District. Recommendations may include benefits offered, contribution levels, co-pays, deductibles, tiered plans or other design changes. Prior to adoption and implementation, such changes shall be subject to approval of the Board of Education, and ratification by all of the bargaining units.

11.3 Dental Insurance

The District agrees to continue dental coverage for the life of the contract at equal or superior benefits meeting any inflationary and/or cost trends. The following provisions shall apply:

- A. Any teaching assistant who has served three (3) years in the District and who participates in the health insurance program shall, upon filing the appropriate request form, be covered immediately under the plan. The premium shall be paid in full by the District. The request form shall be in conformity with Section 11.B-2.
- B. Any first, second or third year teaching assistant may participate on the same basis as teaching assistants with three (3) years of service, except that they shall be required to contribute one fifth (20%) of the cost of the premium.

11.4 Group Life Insurance

- A. Group life insurance will be provided for each teaching assistant who has served three (3) years in the District. The premium shall be paid in full by the District. Such insurance shall be in the amount of \$12,500 with double indemnity. A waiver of premium provision in the event of total disability shall be provided.

- B. Any first, second or third year teaching assistant may participate on the same basis as teaching assistants with three (3) years of service, except that they shall be required to contribute one fifth (20%) of the cost of the premium.

11.5 Flexible Benefit Plan (125 Plan)

A Flexible Benefit Plan is a tax-saver plan offered through payroll deduction to each teaching assistant. An open enrollment period will be held each year for the Flexible Benefit Plan. The benefits available are as follows:

- A. **Premium Redirection Plan** - Each teaching assistant who is contributing to the group insurance plan through payroll deduction will be automatically enrolled in the premium redirection plan unless a waiver form is signed. Such waiver form may be obtained from the Business Office.
- B. **Healthcare Reimbursement Plan** - Each teaching assistant may elect to redirect a portion of his or her salary to pay for certain out-of-pocket unreimbursed medical expenses including dental, vision, prescriptions, etc.. Generally, expenses listed in Publication 502 of the Internal Revenue Code are considered reimbursable expenses.
- C. **Dependent Care Reimbursement Plan** - Each teaching assistant may elect to redirect a portion of his or her salary to pay for the care of a child under age 13 who is claimed on the teaching assistant's federal income tax return or for the care of a spouse or other tax dependent who is incapable of caring for him or herself.

ARTICLE 12 - EMPLOYMENT

12.1 Notification of Continuing Appointment

Teaching Assistants shall be notified between May 1, but no later than June 1, whether they are being recommended for employment for the following year.

12.2 Just Cause

After three (3) years service in the District, no teaching assistant shall be terminated from employment without just cause and due process pursuant to New York State Education Law, Section 3020-a.

12.3 Emergency Availability

For purposes of emergency availability, teaching assistants must remain subject to call for one-half of their unassigned time.

12.4 Staff Development

The District may require the attendance of teaching assistants at Staff Development programs up to three (3) times each school year at times when students are not in attendance. Teaching assistants shall be paid for such attendance at their regular rate of pay for each hour of attendance.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Definition of Grievance

Any claim by the Association or a teaching assistant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of its or his/her right to fair treatment, or violation of any established policy or practice shall be a grievance.

13.2 Time Limits

- A. All the limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
- B. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) days after the teaching assistant knew or should have known of the act or condition on which the grievance is based.
- C. The failure of the Association or of a teaching assistant to require the strict performance of any provision of this Agreement or the failure to file a grievance within the time limits hereinabove shall not be construed as a waiver or a relinquishment for the future of any right to require strict performance of the provisions of this Agreement; and any agreement by the Association or a teaching assistant to temporarily test or continue any practice or procedure or condition on a trial basis thereby extend the right to file a grievance if after such period of testing or trial the Association or teaching assistant is aggrieved by its continuance.
- D. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

13.3 Association Representation

Upon selection and certification by the Association, the District shall recognize a grievance representative in each building and an Association grievance committee of members. At least one (1) Association representative shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any teaching assistant having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the Association has been notified jointly by the supervisor and the teaching assistant and the adjustment is not inconsistent with the terms of this Agreement.

13.4 Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the teaching assistant, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the teaching assistant, then a grievance may be processed as follows:

A. Step 1: Building Administrator

The employee or the Association may present the grievance in writing to the employee's building administrator who will arrange for a meeting to take place within four (4) days after the receipt of the grievance. The Association's representative, the aggrieved teaching assistant and his/her building administrator shall be present for the meeting. The building administrator must provide the Association with a written answer on the grievance within two (2) days after the meeting.

B. Step 2: Superintendent

If the teaching assistant initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Step 1, then the Association may refer the grievance to the Superintendent or his/her official designee within six (6) days after receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The Superintendent shall arrange for a meeting with the representatives of the Association's Grievance Committee to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have

four (4) days in which to provide his/her written decision to the Association.

C. Step 3: Board of Education

1. If the teaching assistant and/or the Association are not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board of Education within fifteen (15) days after receiving the decision at Step 2. The official grievance record maintained by the Superintendent may be available for the use of the Board of Education.
2. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
3. Within eight (8) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

D. Step 4: Arbitration

1. If the Association is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 3 reply, then the grievance will be deemed withdrawn.
2. Within five (5) days after such written notice of submission to arbitration, the District and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the five (5) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is

violative of the terms of this agreement.

5. Arbitration shall not be used for the purpose of adding to or changing the specific provisions of the negotiated contract.
6. The decision of the arbitrator shall be final and binding upon all parties.
7. Neither the District nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
8. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and/or the AAA will be divided equally between the parties.
9. Should either party request a transcript of the proceedings, then that party will bear the full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the parties.

13.5 Representation by Association

The District acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no teaching assistant may be required to discuss any grievance if the Association's representative is not present.

13.6 Waiver of Steps and Class Grievances

Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2.

13.7 No Reprisals

No reprisals of any kind will be taken by the District of the School Administration against any teaching assistant because of his/her participation in this grievance procedure.

13.8 Investigation of Grievances

The District and the Association will cooperate with each other in the investigation of any grievance, and, further, will furnish each other with such

reasonable information as is requested for the processing of any grievance.

13.9 Release Time

Should the investigation or processing of any grievance require that a teaching assistant, or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

13.10 Filing of Documents

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

ARTICLE 14 - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 15 - DURATION OF AGREEMENT

14.1 This contract shall be for a term of three (3) years commencing July 1, 2007 and ending June 30, 2010.

THIS AGREEMENT having been duly ratified by both parties
has been executed by its duly authorized officers on the 7th day of
August, 2007.

HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT

By: _____
Superintendent of Schools

NORTH ROCKLAND TEACHERS' ASSOCIATION, INC.

By: _____
President

By: _____
Vice President, Teaching Assistant Unit

MEMORANDUM OF AGREEMENT


THIS MEMORANDUM OF AGREEMENT is entered into by and between the North Rockland Central School District (the "District"), and the North Rockland Teachers' Association, Inc. ("Teaching Assistants") for the period of July 1, 2007 through June 30, 2010 and continues all terms and conditions of employment contained in the Agreement dated July 1, 2005 through June 30, 2007, except as expressly amended or modified herein.

1. The revised collective bargaining agreement is attached to this Memorandum of Agreement and reflects all changes agreed to by the parties.
2. The term of this Agreement shall be three (3) years commencing July 1, 2007 and ending June 30, 2010.
3. This Memorandum of Agreement shall be subject to ratification by the Board of Education of the District and the membership of the Teaching Assistants to become effective.


NORTH ROCKLAND CENTRAL
SCHOOL DISTRICT

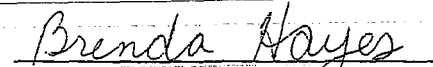

Brian Monahan, Superintendent

NORTH ROCKLAND TEACHERS'
ASSOCIATION


Robin Brennan, President

NORTH ROCKLAND TEACHERS'
ASSOCIATION
(TEACHING ASSISTANTS)


Barbara Sansonetti, Vice President
Teaching Assistants


Brenda Hayes, Chief Negotiator

7/6/07
Dated

7/2/07
Dated

APPENDIX A

Job Description

A Teaching Assistant "is appointed by a Board of Education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students."

The following are the duties of a Teaching Assistant according to Commissioner's Regulations, Part 80 - 5.6:

1. Working with individual pupils or groups of pupils on special instructional projects;
2. Providing the teacher with information about pupils that will assist the teacher in the development of appropriate learning experiences;
3. Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
4. Utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects, and
5. Assisting in related instructional work as required.